

WARRANTY DEED
(Statutory Short Form)**TRANSFER
TAX
PAID**

47-143

I, **Maureen T. Vines** of Waterville, Kennebec County, State of Maine, for consideration paid, grant to **David P. Hallee and Kimberly H. Hallee** of Waterville, Kennebec County, State of Maine, and whose mailing address is 12 Gray Street, Waterville, Maine 04901, with Warranty Covenants as joint tenants and not as tenants in common, the land in Waterville, Kennebec County, and State of Maine, bounded and described as follows, to wit:

003155

A CERTAIN LOT or parcel of land, together with the buildings thereon, situated in Waterville in the County of Kennebec and State of Maine, and bounded and described as follows, to wit:

SITUATE on the corner of Averill Terrace and Maura Court in said Waterville and being Lot #56 on Plan entitled "Mount Merici Heights, Waterville, Maine," dated November 15, 1942, and recorded in the Kennebec County Registry of Deeds in Book 14, Pages 15 and 16, to which Plan reference is hereby made for further description, location and dimensions of the lot conveyed hereby.

SUBJECT, however, to the following restrictions numbered from I to IX, inclusive, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

SECTION II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than seven thousand dollars (\$7,000) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet.

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 20 to 36, both inclusive, 69 to 70, 46 to 47, 56 to 57, and 61 to 67, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantor and her assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The Grantor herein does not hold herself responsible for the enforcement of the foregoing restrictions.

47-143

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

BEING all and the same premises acquired by William F. Vines and Maureen T. Vines by Marilyn E. Jackler by deed dated July 29, 1965 and recorded in the Kennebec County Registry of Deeds in Book 1387, Page 382. William F. Vines conveyed his interest in the property to Maureen T. Vines by Warranty Deed dated August 30, 1966 and recorded in the Kennebec County Registry of Deeds in Book 1426, Page 216.

WITNESS my hand and seal this 14TH day of FEBRUARY, 1995.

Signed, Sealed and Delivered
in the presence of:

X D R B

X Maureen T. Vines
Maureen T. Vines

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: FEBRUARY 14, 1995

Then personally appeared the above named Maureen T. Vines and acknowledged the foregoing instrument to be her free act and deed.

Before me,

X D R B

Notary Public

Print Name

My Commission Expires

DAVID R. BUTLER
MY COMMISSION EXPIRES
JUNE 21, 2000



RECEIVED KENNEBEC SS.

95 FEB 15 AM 10:01

ATTEST: Thomas R. Butler
NOTARY PUBLIC